

III. D.



Memorandum Department of Planning and Public Works

To: Planning and Public Works Committee
From: Susan Mueller, Principal Engineer *SMueller*
Date: October 29, 2010
Re: Agreement with St. Louis County Regarding Landscape Medians on Page-Olive Connector

In September 2009, the City of Chesterfield entered into an agreement with St. Louis County authorizing the City to undertake aesthetic improvements including irrigating, planting, mowing and maintaining in the landscaped medians along Chesterfield Parkway West. The new Page-Olive Connector, currently under construction is another opportunity for Chesterfield to enter into a similar agreement with St. Louis County to enhance the visual appeal and aesthetic value of the 141 corridor within our City Limits.

The attached ordinance and agreement are provided herewith for your review and consideration. They are modeled after the agreement between the City of Chesterfield and St. Louis County for the Chesterfield Parkway West medians. The documents authorize the City to design, install and maintain landscaping and irrigation in certain Page-Olive medians and to schedule and perform the landscaping maintenance including mowing, weeding, watering, and trimming.

cc: Mike Geisel, Director of Planning and Public Works
Brian McGownd, Public Works Director-City Engineer
Jeff Paskiewicz, Project Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN ST. LOUIS COUNTY AND THE CITY OF CHESTERFIELD FOR THE MAINTENANCE OF MEDIAN AREAS ALONG THE PAGE-OLIVE CONNECTOR IN THE CITY OF CHESTERFIELD, SAINT LOUIS COUNTY, MISSOURI

WHEREAS, St. Louis County owns and maintains the Page-Olive connector; and

WHEREAS, the City of Chesterfield wishes to maintain certain median areas on the Page-Olive Connector in order to irrigate, plant, and maintain grasses, forbs, flowers, shrubs and trees to improve the appearance of the medians; and

WHEREAS, the City of Chesterfield and St. Louis County wish to enter into an agreement to allow the City of Chesterfield to maintain certain median areas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby authorizes the Mayor to enter into an Intergovernmental Agreement marked "Exhibit A" attached hereto and made a part hereof relative to the design, construction, improvement and maintenance of certain median areas on Page-Olive Connector.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK

[FIRST READING HELD: _____]

**AN AGREEMENT BETWEEN ST. LOUIS COUNTY
AND THE CITY OF CHESTERFIELD
REGARDING MAINTENANCE OF LANDSCAPE AREAS ON
PAGE-OLIVE CONNECTOR.**

THIS AGREEMENT is entered into by the City of Chesterfield ("CITY") and St. Louis County ("COUNTY").

WITNESSETH:

WHEREAS, the COUNTY owns and maintains Right-of-Way and appurtenances thereto in St. Louis County known as the Page-Olive Connector, and

WHEREAS, the CITY wishes to maintain the landscaped areas, as herein defined, on a portion of the Page-Olive Connector, ;and

WHEREAS, the CITY and the COUNTY wish to enter into an Agreement reflecting their respective rights and obligations as it relates to the landscaped areas;

- (1) SCOPE OF WORK – The landscaped areas which are the subject of this Agreement are located generally behind the back of the curb areas on the first thousand feet north of Olive Boulevard on the Page-Olive Connector (the "LANDSCAPED AREAS"), and are shown on "Exhibit A" and made part of this Agreement.
- (2) COUNTY RESPONSIBILITY – The COUNTY shall perform the following obligations:
 - a. COUNTY will review irrigation and landscape design and concept plans for the LANDSCAPED AREA, prepared by CITY or its agent, in a timely manner.
 - b. COUNTY will review plans submitted by CITY or its agent, and provide comments or approvals without undue delay.
- (3) CITY RESPONSIBILITY – The CITY shall perform the following obligations:
 - a. REVIEW/PERMITS – The landscape design professional hired by the CITY, hereafter (CONSULTANT), or the CITY shall submit plans to the COUNTY for review regarding the LANDSCAPED AREA improvements and plantings that are located within the COUNTY'S right-of-way. CITY shall pay to COUNTY all appropriate permit fees.
 - b. MAINTENANCE of AREAS – The CITY shall maintain the LANDSCAPED AREAS including all of the improvements constructed therein. If COUNTY determines that an unsafe condition, sight hazard, pollution/water quality concern, or air quality concern exists that is caused by planting, established flora, grading, erosion, irrigation, persistently wet pavement as result of irrigation, or maintenance operation related to the LANDSCAPED AREA, the CITY shall correct such condition within a reasonable amount of time after notification by the COUNTY. If the CITY does not correct the conditions within a reasonable amount of time, the COUNTY reserves the right to take such action necessary to correct the problem and charge the CITY for the full cost of labor, equipment, and materials necessary to perform the corrective work. The CITY shall immediately correct any pavement deterioration or road hazard caused by failure, breakage,

leak or misuse of the irrigation system of the LANDSCAPED AREA. CITY shall obtain a COUNTY permit for such repair work within the COUNTY .

- c. Existing or normal deterioration of COUNTY maintained improvements will not be the responsibility of the CITY. The condition of COUNTY improvements shall be verified jointly by CITY and COUNTY before any work by the CITY shall begin.
- d. Within a reasonable time after execution of this Agreement, CITY shall provide an updated copy of the landscape improvement plans and irrigation improvement plans containing locations of all underground improvements to the COUNTY Department of Highways & Traffic and Public Works Operations Division. CITY shall locate these underground improvements when requested by COUNTY.

- (4) **TERMINATION** -- Either party may terminate this Agreement, with or without cause, upon giving the other party 90 days prior written notice.
- (5) **INDEMNIFICATION** – CITY shall indemnify, hold harmless and defend COUNTY, its officers and employees, from all demands, claims and causes of action for personal injury and property damage, relating to CITY’s actions pursuant to this Agreement.
- (6) **FEDERAL, STATE, AND COUNTY LAWS** – This Agreement shall not be construed so as to conflict with or supersede or otherwise limit any applicable law, rule, or regulation of the government of the United States, State of Missouri, or the COUNTY.
- (7) **SEVERABILITY** – The captions included in this Agreement are used for the purposes of convenience only and shall not be construed as limiting or otherwise affecting the Agreement itself. In the event any portion of this Agreement shall for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each party and shall be operative and in effect as to each party as of the date last written below.

IN WITNESS WHEREOF, the parties have entered into this Contract on the date last written below:

Executed by the CITY this _____ day of _____ 20_____.

Executed by the COUNTY this _____ day of _____ 20_____.

CITY OF CHESTERFIELD:

ATTEST:

Mayor

City Clerk

APPROVED:

Director, Department of Highways and
Traffic

APPROVED AS TO LEGAL FORM:

County Counselor

APPROVED AS TO LEGAL FORM:

City Attorney

ST. LOUIS COUNTY, MISSOURI

County Executive

ATTEST:

Administrative Director

APPROVED:

Accounting Officer